

**COPY**

**AGREEMENT**

**BETWEEN**

**THE CITY OF MILFORD**

**AND**

**MILFORD POLICE UNION, LLC**

**July 1, 2016 – June 30, 2020**

Working Agreement  
City of Milford  
and Milford Police Union, LLC  
July 1, 2016 to June 30, 2020

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## PREAMBLE

THIS AGREEMENT entered into by the CITY OF MILFORD, hereinafter referred to as the "City," and the MILFORD POLICE UNION, LLC, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms, working conditions, or conditions of employment.

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## ARTICLE I - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all full time investigatory and uniformed Members of the Police Department with authority to exercise police powers, exclusive of the Police Chief and Deputy Police Chief. For the purpose of this Article, full time Employees are hereby defined as personnel regularly scheduled to work forty (40) hours per week.

## ARTICLE II – DEFINITIONS

"Agreement" shall mean the collective bargaining agreement between the City of Milford and the Milford Police Union, LLC for the period July 1, 2016 through June 30, 2020.

"Administration" shall mean the Police Chief or his designees.

"Chief" shall mean the Police Chief who is Head of the Police Department.

"City" shall mean the City of Milford in its capacity as employer and/or management.

"City Special Duty" shall mean assignments where the City hires a contractor, pursuant to a bid or request for proposal, and such work requires the hiring of police officers.

"Communications Room" shall mean the PSAP Center (Public Safety Answering Point) located at the Police Department.

"Division" or "Divisions" shall mean Patrol Division, Detective Division, and Administrative Division within the Police Department.

"Division Commander" shall mean Captain or Acting Captain of each Division.

"Eligible Family Member" shall mean a Member's (1) legal spouse under the laws of the State of Connecticut, except a spouse bound by a separation agreement for more than one (1) year and who is not living in the same household as the Member shall not be considered an Eligible Family Member for the purpose of this Agreement; and (2) dependent child defined as natural child, legally adopted child, step-child, court ordered support of a child, child under legal

guardianship order/custody under 26 years of age and/or disabled adult child over 26 years of age, or as otherwise required by law. Eligible Family Member in retirement shall mean spouse as of date of retirement and children born prior or subsequent to date of retirement.

"Employee" shall mean any person in a permanent, paid, uniformed or investigatory position within the Police Department, with the exception of the positions of the Police Chief and Deputy Police Chief.

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"Members" shall mean all permanent full time sworn investigatory and uniformed employees of the Police Department, exclusive of the Police Chief and Deputy Police Chief.

"Police Department" shall mean the Milford Police Department.

"Private Duty" shall mean police duty for which another entity, private or public, is responsible to the City for payment of the Member.

"Shift Commander" shall mean ranking officer in charge of an assigned shift.

"Union" shall mean the Milford Police Union, LLC.

### ARTICLE III - UNION SECURITY

#### Section 1. Membership

All present Members of the Union shall, as a condition of employment, remain Members of the said Union in good standing. Future Employees joining the Police Department shall, as a condition of employment, be required to become Members of the Union, in good standing within thirty (30) days after completion of the FTO program except as provided in Article I.

#### Section 2. Dues Deduction

A. The City agrees to deduct from the pay of each Member who has signed an authorized payroll deduction card, a sum certified by the secretary of the Union as Union dues. Such deduction will be periodically made from the payroll at times agreed upon by the City and the Union, and the total deductions so made shall be delivered to the treasurer of the Union on a weekly basis. Such deduction shall continue for the duration of this Agreement and/or any extension hereof.

B. The Union agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any Member arising from deductions made by the City hereunder. Once the funds collected by the City hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the City shall have no further obligation, financial, or otherwise, under this Section 2.

## ARTICLE IV - PROBATIONARY PERIOD

### Section 1. Probationary Period

Each newly appointed Member of the Police Department, having been duly sworn as a Probationary Officer shall serve a probationary period of one (1) year. (Said probationary period shall not commence until the officer has successfully completed a State certified basic police recruit training program, as prescribed in the Connecticut General Statutes.) The Union shall be notified of such new Member's probationary period within ten (10) days of the starting time thereof. Members shall be advanced to the next pay grade within thirty (30) days of the conclusion of such Member's probationary period with the increase in wages being made retroactive to his/her one (1) year anniversary date.

### Section 2. Conclusion of Probationary Period

Within a reasonable time, not to exceed thirty (30) days, after the end of the probationary period, as defined in Section 1 herein, said Member shall become a regular member of the Police Department and be sworn in as a regular member, unless otherwise notified in writing that his/her employment with the City has been terminated.

### Section 3. Discretion of Chief

During the first twelve (12) months of any newly appointed Member's probationary period, as defined in Section 1 herein, the duties of said probationary officer shall be at the discretion of the Chief and his/her performance shall be periodically evaluated to determine his/her suitability to become a regularly appointed member of the Police Department. Such performance evaluation methods shall be determined by the Chief. Should said probationary officer's performance be deemed unsuitable to the professional standards of the Police Department, appointment to the position of regular member may be denied. Such duties shall not in any way affect other Member's seniority pick on the Patrol Officer's schedule referred to in Article V, Section 2 of this Agreement.

## ARTICLE V - WORK SCHEDULE

### Section 1. Work Week

The work week for all Members shall be forty (40) hours, five (5) consecutive eight (8) hour days, with two (2) full consecutive days off.

### Section 2. Pick List

A. All Members of the Patrol Division below the rank of Sergeant, shall, in accordance with the seniority list, pick their assignment for each succeeding eight (8) week period from the Patrol Officer's schedule. The Patrol Officer's schedule shall set forth the shift

the Patrol Officer is to work and the days off the Patrol Officer shall enjoy. The Patrol Officer's schedule shall not include the area the Patrol Officer is to patrol.

(1) The Patrol Officer's schedule, as established by mutual agreement between the parties, shall remain in full force and effect, but for the elimination of the area assignment applicable to each assignment.

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(2) Assignments #34, #36 and #37 are excluded from the current Patrol Officer's pick schedule and designated K-9 assignments limited to K-9 members who will pick on a monthly basis, based on seniority, defined as time in the K-9 unit as opposed to Police Department seniority. (K-9 schedule annexed hereto in "Appendix A.")

(3) Notwithstanding the above, if a Member has picked the same assignment for the preceding eighteen (18) months, without interruption, the Chief shall have the right to deny that Member from again picking the same assignment for the upcoming eight (8) week period and instruct that Member that he/she shall pick a different assignment. This right may be invoked only if the Member has picked the same assignment for eighteen (18) consecutive months and the Chief determines that the best interests of the Police Department in having all Members familiar with the many areas of police duties requires this denial. A Member so affected, shall receive notification of this denial within a reasonable period of time prior to his/her pick.

B. Lieutenants and Patrol Division Sergeants shall pick their assignments for each succeeding four (4) week period by seniority from their respective schedules. (Annexed here to in Appendix "A.") The parties agree that they may meet to reach agreement on an alternative schedule for Patrol Division Sergeants during the term of this Agreement. If no agreement is reached on an alternative schedule, the current schedule shall remain in effect and neither party shall be allowed to seek interim interest arbitration over the issue.

C. If a Member of the Patrol Division demonstrates his/her intent of retiring by submitting his/her request for retirement to the Pension Board, then that Member's name shall be removed from the seniority pick list. He/she shall not lose any other benefits or privileges under this Agreement. Should a Member be off duty because of an injury or illness that will keep him/her off duty during the entire trick, then his/her name shall be removed from the pick list.

### Section 3. Seniority List

Seniority list to be established under this Article V, first, by date of appointment to the respective rank, and second, by standing on the promotional list used as a basis of appointment.

#### Section 4. Reassignment to Communications Room

The Union recognizes that the Shift Commander or his/her designee has the authority to assign whomever he/she desires from a shift to work in the Communications Room and no part of this Article shall supersede that authority.

#### Section 5. Swaps

A. The present practice of one Member working for another Member will be continued. Once a Member has signed a "swap slip" to work a job as a substitute, he/she is then responsible for the coverage of that job and said substitute will be paid only if the assignment is covered by him/her or his/her representative. If a Member scheduled to substitute for a regularly assigned Member fails to report for duty as scheduled, the substitute, and not the regularly-assigned Member, will forfeit appropriate accumulated time, vacation or sick time, unless the substitute shall become injured on duty in which event no forfeiture will be suffered.

B. Such substitution shall not impose additional cost to the City.

C. The Division Commander or his/her designee under whose jurisdiction the substitution will occur shall approve the proposed substitution in writing on a form provided by the City; provided, however, that such approval shall not be unreasonably denied.

#### Section 6. Minimum Manpower

Work schedules referred to herein shall not be deemed to be a minimum manpower clause for the duration of this Agreement.

#### Section 7. Training

Administration shall have the right to order in Members, on their days off, for five (5) eight (8) hour "training days" each calendar year. Said training days, on the Member's day off, shall be compensated at one and one half (1 1/2) times the Member's regular hourly rate. Said training days will be conducted 8 a.m. to 4 p.m. or 4 a.m. to 12 midnight. Each Member shall be notified of the date and time of the training day at least two (2) weeks prior to the actual training day. In the event notice is given for the training day with less than two (2) weeks lead time, the Member may elect not to attend.

#### Section 8. Recertification Training

A. As it pertains to the annual forty (40) hour State of Connecticut mandated training class, the following practice shall be applied:

(1) If said training is to be administered during a Member's regularly scheduled shift, said Member may be reassigned from his/ her ordinary patrol duties to attend such training.

(2) If said training is to be administered during a shift other than a Member's regularly scheduled shift, said Member will be permitted to attend such training on an overtime basis.

## ARTICLE VI - RATES OF PAY

### Section 1. Wages

A. Each Member shall be paid on the basis of the following weekly compensation plan:

(1) Wages for the 2016-2017 fiscal year shall be increased by two and one-quarter percent (2.25%), retroactively, over the wages paid on June 30, 2016 for each step and classification in the pay scale.

(2) Wages for the 2017-2018 fiscal year shall be increased by two and one-half percent (2.50%), retroactively, over the wages paid on June 30, 2017 for each step and classification in the pay scale.

(3) Wages for the 2018-2019 fiscal year shall be increased by two and one-half percent (2.50%) over the wages paid on June 30, 2018 for each step and classification in the pay scale.

(4) Wages for the 2019-2020 fiscal year shall be increased by two and one-half percent (2.50%) over the wages paid on June 30, 2019 for each step and classification in the pay scale.

B. The wage scale is attached hereto as Appendix B.

### Section 2. Bonus Pay

A. Bonus pay for second, third shifts and Sunday work:

(1) 3:00 P.M. -11 :00 P.M. and 4:00 P.M.-12:00 midnight: shall be .8541% of the top step Patrol Officer hourly rate in effect added to base pay.

(2) 11 :00 P.M. -7:00 A.M. and 12:01 A.M. -8:00 A.M.: shall be 1.0677% of the top step Patrol Officer hourly rate in effect added to base pay.

(3) All work performed on Sundays and Holidays, in addition to the foregoing bonuses, an additional .6406% of the top step Patrol Officer hourly rate in effect.

### Section 3. Working in Higher Capacity

Any Member who works in a higher classification than his/her regular classification shall immediately receive, for such work, the pay of the higher classification immediately higher than his/her rate in the lower classification when assigned.

### Section 4. Overtime

A. Members shall receive overtime pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week at a rate of not less than one and one-half (1 ½) times the current salary of such Member when such work is contiguous with the regular scheduled work day.

(1) Overtime, as used herein, shall apply to assignments voluntarily selected by the Member, such as vacation relief and open assignments.

B. When a Member is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not contiguous with his/her regular duty hours, he/she shall be paid not less than four (4) hours at one and one-half (1 ½) times the current hourly rate of such Member.

C. Members required to work on their day(s) off, whether for a full eight (8) hours or less, shall be paid not less than a full day's pay at one and one-half (1 ½ ) times their regular rate of pay. For the purpose of this Section, a "day off" shall be an entire twenty-four (24) hour period commencing at midnight, during which the Member is not scheduled for a tour of duty. This provision shall not apply to Members who may be required to work beyond 12 Midnight and into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to Midnight or a special assignment which was unanticipated by the Police Department.

### Section 5. Accumulated Time

Members may take accumulated time at the rate of one and one-half (1 ½) times the overtime hours worked in lieu of overtime pay as aforesaid, not to exceed sixty (60) hours in each individual Member's accumulated time account at any one time. Accumulated time shall be taken in accordance with the provisions of Article VIII, Section 7 of this Agreement.

## Section 6. Longevity

A. Longevity pay for Members shall be on the following basis:

- (1) Ten (10) years of service and over, two and one-half percent (2.5%) of base salary.
- (2) Fifteen (15) years of service and over, three percent (3%) of base salary.
- (3) Twenty (20) years of service and over, three and one-half percent (3.5%) of base salary.
- (4) Years of service shall be based upon and computed from the individual Member's date of employment with the City.
- (5) Longevity payment shall be the base salary at the effective date payable in a lump sum as soon as possible after the qualifications of this Section 6 are fulfilled by the Member and in no event more than thirty (30) days after such qualification.

## Section 7. Productivity Incentive Pay

There shall be a \$300.00 productivity incentive payment paid to each Member on the first payday in December, for Members who have been in the employ of the City for at least one (1) year.

## Section 8. AED Stipend

Members shall receive an annual stipend of \$250 payable on or before June 30, for certification in the use of AED devices. In order to insure that payment is made by June 30, certifications must be provided to the Finance Department on or before May 1 of the year payment is due.

## Section 9. Direct Deposit

In order to accomplish a direct deposit program payroll periods shall be uniform for all bargaining units. The standard payroll period shall be Saturday to Friday. Management shall also have the discretion to amend or alter certain existing practices with respect to payroll in order to accomplish direct deposit without bargaining any item but shall endeavor to elect all alternatives with the least impact.

## ARTICLE VII - HOLIDAYS

### Section 1. Holidays

A. Each Member shall receive thirteen (13) paid holidays during each fiscal year. The thirteen (13) holidays are:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	

B. All holidays shall be deemed to fall on the day on which such holiday is celebrated in the State of Connecticut.

### Section 2. Holiday Pay

A. A paid holiday shall be a day's pay, at the current rate of each Member, added to the regular weekly pay of the Member in the week following the holiday, or the day off for Members by request of the Member, and with the consent of the Division Commander, except that Section 2.B. of this Article shall not apply to such day off.

B. Members working on a holiday shall receive his/her regular rate of pay for the hours so worked and shall also receive holiday pay at the rate of one and one-half (1 ½) times the current salary of said Member, except as set forth in Section 2.C. of this Article.

C. Members working overtime, whether voluntary or non-voluntary, on the following holidays shall receive his/her regular rate of pay for the hours so worked and shall also receive holiday pay at the rate of two (2) times the current salary of said Member. Overtime as used herein shall apply to assignments such as vacation relief, open-assignments and holdover:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 3. Day Off Declared by Mayor

Any other day, or fraction thereof, declared by the Mayor as a holiday for other City employees shall be compensated in accumulated time to the Members of this Union.

ARTICLE VIII – VACATIONS AND ACCUMULATED TIME

Section 1. Vacation Accrual

A. The Vacation Schedule for Members of the Union shall be as follows:

- (1) Each Member who has completed six (6) months but less than one (1) year of service on his/her anniversary date shall receive eight (8) working days vacation.
- (2) Each Member who has completed one (1) year but less than five (5) years of service on his/her anniversary date shall receive thirteen (13) working days vacation.
- (3) Each Member who has completed five (5) years but less than seven (7) years of service on his/her anniversary date shall receive sixteen (16) working days of vacation.
- (4) Each Member who has completed seven (7) years but less than eight (8) years of service on his/her anniversary date shall receive seventeen (17) working days of vacation.
- (5) Each Member who has completed eight (8) years but less than eleven (11) years of service on his/her anniversary date shall receive nineteen (19) working days of vacation.
- (6) Each Member who has completed eleven (11) years but less than thirteen (13) years of service on his/her anniversary date shall receive twenty-one (21) working days of vacation.
- (7) Each Member who has completed thirteen (13) years but less than fourteen (14) years of service on his/her anniversary date shall receive twenty-two (22) working days vacation.
- (8) Each Member who has completed fourteen (14) years but less than fifteen (15) years of service on his/her anniversary date shall receive twenty-three (23) working days vacation.

(9) Each Member who has completed fifteen (15) years but less than sixteen (16) years of service on his/her anniversary date shall receive twenty-four (24) working days vacation.

(10) Each Member who has completed sixteen (16) years but less than seventeen (17) years of service on his/her anniversary date shall receive twenty-five (25) working days vacation.

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(11) Each Member who has completed seventeen (17) years but less than eighteen (18) years of service on his/her anniversary date shall receive twenty-six (26) working days vacation.

(12) Each Member who has completed eighteen (18) years but less than nineteen (19) years of service on his/her anniversary date shall receive twenty-seven (27) working days vacation.

(13) Each Member who has completed nineteen (19) years but less than twenty (20) years of service on his/her anniversary date shall receive twenty-eight (28) working days vacation.

(14) Each Member who has completed twenty (20) or more years service on his/her anniversary date shall receive twenty-nine (29) working days vacation.

## Section 2. Seniority

A. Vacation picks shall be on a seniority basis within a Division.

(1) Patrol Officers shall take their vacation in accordance with the Patrol Officers' seniority list within the Division.

(2) Sergeants shall take their vacation in accordance with the Sergeants' seniority list within the Division.

(3) Lieutenants shall take their vacations in accordance with the Lieutenants' Seniority List within the Division; provided not more than one (1) Lieutenant within a Division shall take a vacation at the same time, except that a second Lieutenant within a Division may take a vacation at the same time with the permission of the Division Commander.

(4) Captains shall take their vacations in accordance with their seniority, provided that not more than one (1) Captain may take vacation leave at the same time, except that a second Captain may take vacation leave at the same time with the permission of the Chief or the Acting Chief.

### Section 3. Vacation Relief

A. Seven (7) Patrol Officers and four (4) Sergeants from the Patrol Division may be on vacation at the same time with relief furnished by the Police Department (in accordance with Article XII, Section 1) as follows:

(1) Two (2) Patrol Officers and one (1) Sergeant on the 7 a.m./3 p.m. and 8 a.m./4 p.m. shifts.

(2) Three (3) Patrol Officers and two (2) Sergeants on the 3 p.m./11 p.m. and 4 p.m./Midnight shifts.

(3). Two (2) Patrol Officers and one (1) Sergeant on the 11 p.m./7 a.m. and Midnight/8 a.m. shifts.

(4) Additional Patrol Officers may be on vacation at the same time by obtaining their own relief after the original aforementioned assignments have been filled on a per shift basis.

(5) Additional Sergeants may be on vacation at the same time by obtaining their own relief after the original aforementioned assignments have been filled on a per shift basis.

(6) Additional Patrol Officers and Sergeants may be on vacation at the same time with the permission of the Administration.

(7) Additional postings of vacations may be approved as all of the allotted shift assignments are filled, on a per shift basis, so long as no more than the aforementioned original seven (7) vacation postings exist in a twenty-four (24) hour period.

The intent of this proposal is to initially address the manpower situation and still allow a prescribed number of officers time off on vacation.

B. The vacation relief for the Detective Bureau will be filled numerically from the Sergeants eligibility list. Members may reject vacation relief in the Detective Bureau by so notifying the Chief. Any Member who takes vacation relief in the Detective Bureau shall not be eligible for his/ her own vacation during this period.

### Section 4. Vacation Approval

A. Requests for vacation shall be granted on the basis of seniority if requested fourteen (14) calendar days in advance of the initial date of the leave so requested.

B. Requests for vacation leave made less than fourteen (14) calendar days in advance of the initial date of the leave so requested shall be granted, subject to Section 3 of this Article, on a first come, first served basis.

**Section 5. Vacation Payout at Retirement or Death**

Any Member who is entitled to vacation leave at the time of his/her retirement shall receive one day's pay for each day of such unused vacation leave. In the event that a Member is entitled to vacation leave at the time of his/her death, his/her surviving spouse or estate shall receive vacation pay on the same basis as that which would apply if the Member had retired on the date of his/her death.

**Section 6. Vacation Carryover**

Each Member may carryover five (5) vacation days past June 30th into the next fiscal year but this carryover may not extend more than one (1) year.

**Section 7. Accumulated Time**

A. Requests for accumulated time shall be granted on the basis of seniority if requested fourteen (14) calendar days in advance of the initial date of the leave so requested; provided, however, that no more than one (1) Member per shift, per rank, per Division shall be entitled to utilize accumulated time under this provision.

B. Requests for accumulated time made less than fourteen (14) calendar days in advance of the initial date of the time so requested shall be granted on the basis of a first come, first-served basis; provided, however, that no more than one (1) Member, per shift, per rank, per Division shall be entitled to use accumulated time under this provision, and further provided that when a request for accumulated time is submitted less than fourteen (14) calendar days in advance of the initial date of the time so requested, the request may be held, without action, by the Division Commander, or his/her designee, until eight (8) hours prior to the initial date of the time so requested, and may be denied if three (3) unfilled vacancies exist on the shift within the rank and Division for which the time is requested due to unfilled vacation leave, personal day time, sick time, injured on duty time, military time (except state and national emergencies), leave of absence, death in family time off, union time off, and/or suspensions.

C. No Member shall be allowed to use accumulated time unless sufficient accumulated time has been earned and not previously used by the Member so as to cover the accumulated time requested.

## ARTICLE IX- SICK LEAVE

### Section 1. Sick Leave Accrual

Each Member shall be allowed one and one-quarter (1  $\frac{1}{4}$ ) days per month sick time.

### Section 2. Sick Leave Accumulation

Unused days up to fifteen (15) days in any year shall be credited to Member's accounts. Such account will be known as "Sick Time Account" or "Bank," and shall be cumulative over the period of years said Member remains in the Police Department. See Section 10 below, however, for limitations upon payment for unused sick leave effective for employees hired on and after January 1, 1984.

### Section 3. Personal Business

Each Member shall be entitled to take up to three (3) personal days per year or twenty-four (24) hours, which shall be deducted from said Member's Sick Time Account or Bank. Personal time shall consist of twenty-four (24) hours to be taken in four (4) or eight (8) hour blocks; i.e. six (6) four (4) hour blocks, three (3) eight (8) hour blocks or any combination thereof. Any Member using personal time up to four (4) hours shall be deducted one (1) four (4) hour block; any personal time over four (4) hours up to eight (8) hours shall have one (1) eight (8) hour block deducted.

### Section 4. Hardship

At the discretion of the Board of Police Commissioners, additional sick time may be voted for hardship cases.

### Section 5. Doctor's Certificate

Any illness of over three (3) days' duration shall require a Doctor's Certificate, to be forwarded to the Chief, upon return to work.

### Section 6. Sick Leave Call In

A. When a Member of the Police Department reports off duty by reason of illness, a telephone call may be placed to his/her home by a Shift Commander or his/her designee to determine the Member's state of health. In the event that the Shift Commander or his/her designee is unable to adequately make such determination, he/she shall have the right to visit said Member at the Member's home to complete his/her determination.

B. Whenever a Member of the Police Department is off duty sick or injured, whether the injury occurs on or off duty, the Member will be required to remain at his/her

residence at all times during his/her regular scheduled working hours. Exceptions to the above, shall be with the permission of a Shift Commander or higher rank for the following situations:

- (1) For a scheduled or emergency visit to a physician, or medical facility or other emergency as approved by the Chief or his/her designee; or
- (2) Any other purpose approved by the Chief on a case-by-case basis.

C. In the event that a Member leaves his/her residence for the exceptions listed above, the Member shall telephonically advise the Shift Commander or higher when he/she leaves and again when he/she returns.

#### Section 7. Sick Leave not Charged for Vacation/Regular Days Off

Illness on regular days off, or during vacation, shall not be charged against a Member's Sick Time Account.

#### Section 8. No Deficit to Sick Leave Account

Sick time is available for the Members to be used for legitimate illnesses and for personal time as provided for herein. No Member shall be allowed to accumulate a deficit in his/her Sick Time Account. Should a Member require additional sick time, above and beyond what he/she has accumulated, he/she shall have the right to proceed under Sections 4 and Section 9 of this Article to obtain additional sick time.

#### Section 9. Donated Sick Time

Members of the Police Department shall have the right to transfer from their Sick Time Account any number of days they may wish to another Member's Sick Time Account with the approval of the Chief and the President of the Union, if the recipient Member has a deficit in his/her Sick Time Account.

#### Section 10. Sick Leave Payout

A. Each Member of the Police Department who was employed by the Police Department prior to January 1, 1984 and who is retired under the Pension Plan, shall be financially compensated (*i.e.* paid in cash) for one hundred (100%) percent of all unused sick days credited to the Member's account at the time of his/her retirement.

B. Effective January 1, 1984, each Member employed on or after that date shall be financially compensated (*i.e.* paid in cash) for one hundred (100%) percent of all unused sick days up to a limit of one hundred ten (110) days.

C. For the purposes of this Section 10, the term "retirement" shall be construed to mean the following:

- (1) Normal retirement;
- (2) Disability; or
- (3) The death of a Member in service prior to his/her normal retirement date. In this event, any payment due under this section shall be made to the widow/widower of the deceased Member or to his/her legally qualified and acting representative of his/her estate.

## **ARTICLE X - MATERNITY LEAVE**

### **Section 1. Doctor's Statement**

A female Member who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

### **Section 2. Disability**

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.

### **Section 3. Use of Sick Leave**

Accumulated sick leave shall be available for use during the period of such disability leave; provided, however, such sick leave shall not be available upon the expiration of six (6) weeks after the delivery of a child. Any Member who remains physically unable to work for a period of six (6) weeks past the date of delivery shall be required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability. If such continued disability is not proven, then the leave taken past the six week period shall be made leave and without compensation.

### **Section 4. Unpaid Leave**

A. Unpaid leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, provided application is made to the Board of Police Commissioners (hereinafter "Commission") and the Commission, in its discretion, grants that application.

B. A Member on disability leave shall provide the Police Department with two (2) weeks notice of her intention to return.

#### Section 5. Commencement and Termination of Leave

The commencement and the termination dates of the leave provided for in Sections 3 and 4 hereof shall be mutually agreed upon by the Member and the Commission based upon the Member's physician's evaluation report.

#### Section 6. Child Rearing

A. Child-rearing beyond that disability leave, as described at Section 4 above, shall be without compensation.

B. A Member on child-rearing leave shall provide the City with thirty (30) days notice of her intention to return to active service in order to be so reinstated.

#### Section 7. Seniority

Seniority shall remain unbroken but shall not continue to accrue during the unpaid leaves provided for in this Article.

#### Section 8. Fringe Benefits

During the period of leave provided for under Sections 3 and 4, the City shall continue to provide employee fringe benefits including, without limitation, insurance benefits and seniority credit; provided, however, that after the expiration of said Member's accumulated sick leave, there shall be no further accumulation of vacation leave or seniority credit until the Member returns to work. In no event shall benefits recited herein be continued as to Members receiving leave under Section 6.

#### Section 9. Pension

The period of the Member's leave covered by accumulated sick leave shall be counted as service for pension purposes. The period of leave not covered by accumulated sick leave shall, for pension purposes, be deemed to be a leave of absence and not a break in service.

#### Section 10. Reinstatement to Normal Duties

If upon submission of satisfactory medical evidence concerning the Member's condition and upon the further submission of evidence satisfactory to the City that the Member is able to resume her full normal duties, the Member shall be reinstated to normal duties.

## Section 11. Termination

Pregnancy or childbirth shall not be the basis for termination of employment by the City, provided, however, that the failure of the Member to comply with any of the provisions hereunder will result in a forfeiture of all benefits under this policy, and such Member shall be subject to immediate dismissal.

## ARTICLE XI - OTHER LEAVE

### Section 1. Funeral Leave

A. Immediate Family under this Article shall mean mother, father, stepmother, stepfather, sister, daughter, brother, husband, wife and son, and any other relative who is an actual member of the household.

B. Time off relative to Sections 1.C. and 1.D. of this Article shall not be deducted from the member's Sick Time Account.

C. Each Member may take up to four (4) consecutive full days off, without loss of pay, because of the death of a member of the Member's Immediate Family.

D. Each Member may take up to three (3) days off, without loss of pay, due to the death of a member the Member's spouse's Immediate Family.

E. Each Member may take up to two (2) days off due to the death of any blood relative. For purposes of this Section 1.E., blood relative shall include aunts, uncles, nieces, nephews, grandparents and first cousins. Said two (2) days are to be deducted from the Member's Sick Time Account and the Member's entitlement to take such time off shall be corroborated by an obituary notice or memorandum, which is to be submitted to the Member's Division Commander, within forty-eight (48) hours after the Member has returned to duty.

### Section 2. Military Service

A. Any Member who leaves the service of the City to join the military forces of the United States during time of war or other national emergency, as determined by the Board of Aldermen, or who is inducted by Selective Service, shall be placed on military leave without pay.

B. Such leave shall extend for the period of service with the military forces and for ninety (90) days after discharge from the service.

C. Any employee on military leave who applies for re-employment to the Board of Police Commissioners within ninety (90) days from the date of his/her discharge, the classification of which must be honorable, shall be entitled to the position he/she held at the time his/her leave was granted provided he/she is capable of meeting the minimum qualifications of the job.

D. Members returning to the City employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

E. Any vacancies resulting from Members entering the armed services shall be filled on a durational basis.

F. Time so spent on military leave shall be considered continuous employment with the City.

### Section 3. Court Appearances

#### A. Off Duty:

(1) Members shall be financially compensated by the City in all matters involving the presence and/or testimony of said Member as a result of his/her duty as a police officer at the rate of pay at one and one-half times (1 ½) for time spent by him/her for each off duty appearance. The Member's time for each such appearance must be authorized by the Division Commander and where appropriate, the liaison officer. Any monies received by the Member from the State of Connecticut will become the property of the City provided he/she has received the payment set forth.

(2) Members shall be reimbursed for tolls and parking fees actually incurred in connection with all out-of-town appearances covered by Section 3.A.(1), and shall, for such out-of-town appearances, be provided with transportation by the City, or be reimbursed by the City at the current IRS rate per mile.

(3) If any Member of the Police Department is required by subpoena to appear as a witness in civil court proceedings resulting from his/her performance of duty, said Member, in the event that he/she is not paid by the summoning party, shall request that the Chief write, on behalf of such Member, any letter or letters to the summoning party demanding payment of witness fees due such Member.

#### B. On Duty:

(1) If any Member of the Union is required by subpoena or Police Department order to appear as a witness during his/her scheduled workday, in any civil court, criminal court or administrative proceeding as designated in Section 3.A. of this Article, as a result of his/her performance of duties, such Member:

(a) Shall not be required to utilize accumulated time or vacation time in order to make such appearance.

(b) Shall be provided with City transportation or shall be reimbursed by the Police Department at the current IRS rate per mile if such appearance is outside the City and shall be reimbursed for all tolls and parking fees actually incurred in connection therewith.

C. Any and all time lost by a Member because of his/her being required by subpoena to appear as a party or as a witness for any other Member of the Police Department in any workers compensation proceedings shall be paid in full by the City.

#### Section 4. Time Off for Union Officials

A. Union officers and/or delegates shall be allowed up to a collective total of one hundred seventy-five (175) hours each fiscal year, without loss of pay to attend conventions and educational conferences, provided the following:

(1) No more than three (3) officers and/or delegates will be allowed off under this Section 4 at the same time.

(2) One hundred and seventy-five (175) hours shall be working hours.

(3) The Union shall notify the Chief in writing seven (7) days prior to the time of such conventions or conferences, the names of whom will be attending, and the duration of the absence.

B. Each Member receiving time off without loss of pay under this Section 4 shall provide proof of attendance at the applicable convention or educational conference. Such proof of attendance shall be submitted to the Chief. The City may withhold pay for such time off if the Member fails to provide the Chief with such proof.

C. Not more than three (3) Members of the collective bargaining committee of the Union shall be allowed time off without loss of pay to attend any bargaining sessions with the City that may come during their normal hours of duty.

**ARTICLE XII - PRIVATE DUTY, CITY SPECIAL DUTY, VACATIONS AND OTHER OPEN  
ASSIGNMENTS SELECTION**

**Section 1. Selection Process**

A. The agreed upon overtime selection process as written in Section 7 of this Article, and which has been heretofore implemented to work with the automated scheduling software shall permit Members to select from the following jobs: all Private Duty and City Special Duty assignments; and a minimum of sixty percent (60%) of vacation or open assignments in the Patrol Division, which shall be posted by the Chief or his/her designee.

B. The Chief and Deputy Chief reserve the right to be voluntarily placed into rotation list for the acceptance of Private Duty and City Special Duty assignments, vacation and other open City assignments in accordance with the implemented language of Section 7, Paragraph A-E (no other sections shall apply as they are non-Union members and not subject to Milford Police Union, LLC Working Agreements) .

**Section 2. Private Duty Pay**

A. Effective upon the execution of this Agreement (February 9, 2018), the rate of pay for Private Duty assignments shall be: one and one-half (1 ½) times the minimum step Lieutenant's hourly rate of pay; one and three-quarters (1 ¾) times the minimum step Lieutenant's hourly rate of pay on Sundays; two (2) times the minimum step Lieutenant's hourly rate of pay rate on holidays.

B. Effective upon the execution of this Agreement (February 9, 2018), the rate of pay for City Special Duty assignments shall be: one and one-half (1 ½) times the top step Sergeant's hourly rate of pay; one and three quarters (1 ¾) times the top step Sergeant's hourly rate of pay on Sundays; two (2) times the top step Sergeant's hourly rate of pay on holidays.

C. The rate of pay for patrol-related overtime, including but not limited to vacation and open assignments in the Patrol Division, as provided for in Section 1 of this Article, shall remain one and one-half (1 ½) times the Member's hourly rate of pay.

D. No Member shall accept payments under this Article from any source other than the City.

**Section 3. Traffic Direction / Scene Security**

A. Private Duty and City Special Duty assignments which involve traffic direction and scene security for road construction crews shall have:

(1) A six (6) hour minimum; and

(2) If the work is to be performed overnight, defined as between the hours of 1800 hrs and 0600 hrs, the rate of pay shall be one and three-quarters (1  $\frac{3}{4}$ ) times the minimum step Lieutenant's hourly rate of pay.

#### Section 4. Payments to Members

A. All payments for Private Duty and City Special Duty assignments shall be made bi-weekly and shall be administered and paid by and through the City. Members shall not be paid for Private Duty and City Special Duty assignments directly by the vendor.

B. It is agreed that payments for Private Duty assignments and City Special Duty are not wages or compensation from the City for any purpose, including but not limited to pension. Any vendor, person, or entity for which Private Duty and City Special Duty services are provided, which does not make prompt payment within forty-five (45) days may not be permitted to post work at the discretion of the Chief.

#### Section 5. Administrative Fee

In recognition that taxpayers are subsidizing Private Duty and City Special Duty work where Members voluntarily select and work Private Duty and City Special Duty jobs, the City shall add twenty percent (20%) to each of the rates set forth in this Article, as an administrative fee payable to the City by the vendor to offset some of the following costs: administration of Private Duty and City Special Duty assignments including collection from vendors, payment of Members, certification (State), supervision, insurance, worker's compensation, 1.0.0. time, uniform maintenance funds, radios and batteries, flashlight batteries, rain gear, traffic vests, bullet proof vests, weapons, handcuffs, O.C. (chemical defensive spray weapon), leather gear, vaccinations, training and schools.

#### Section 6. Cancellation

Private Duty and City Special Duty jobs of less than four (4) hours duration shall be paid at a two (2) hour rate as set forth in Section 2, if cancelled less than sixty (60) minutes prior to the scheduled starting time, or if cancelled anytime after the scheduled starting time. Private Duty and City Special Duty jobs of four (4) hours or more shall be paid at a four (4) hour rate as set forth in Section 2, if cancelled less than sixty (60) minutes prior to the scheduled starting time, or if cancelled any time after the scheduled starting time.

#### Section 7. Scheduling

A. Overtime, Private Duty and City Special Duty will be processed through a scheduling software system that provides a fair allocation of overtime opportunities to Members utilizing a rotational automated call system.

B. Members will be able to enter their availability and job preferences into the software system. Job preferences may be categorized based on criteria established by the Chief. Availability is restricted to hours the Member is not already scheduled to work as well as compliance with the hours of work rules established by the Chief. If the overtime assignment is anything other than Private Duty or City Special Duty, the Member may request a change of hours for continuous hours of service. A change of hours may be approved based on rules established by the Chief. The automated system will contact the next Member on the list, including a Member who is working an adjacent shift, even though the assigned shift conflicts by the hour overlap.

C. Assignments received and entered into the system will be available for selection as soon as practical unless the Chief or his/her designee deems that it is necessary to post an assignment at a later date.

D. All assignments will be entered into the scheduling software within fourteen (14) days. The Member shall accept the position via the automated system consistent with rules established by mutual consent of the parties (Union and the City). Members who accept an assignment of an immediate nature will be provided a reasonable amount of time, as determined by the Chief or his/her designee, beyond the start time of the assignment to arrive at the assignment. The Member shall not be paid until he/she arrives on site and begins working the assignment. In the event that the system is not able to fill an assignment, the Shift Commander or his/her designee will follow the guidelines established by mutual consent of the parties (Union and the City).

E. There will be one single rotational contact list for all Private Duty and City Special Duty assignments. There will be a second rotational list, segregated by rank, for all City patrol assignments.

F. In the event that the rotational automated system is unsuccessful in filling an assignment, the assignment will be placed in a queue of unfilled assignments. If a Member becomes available to work an unfilled assignment, he/she will enter their availability in their respective calendars and request the job be outbounded again. In the event a City patrol, Private Duty or City Special Duty assignment is cancelled and the Member who was cancelled receives no payment, then the Member's name will be placed back in his/her position on the rotational list without penalty. In the event a job assignment requires more than one (1) Member and a cancellation notice to reduce the number of Members at the assignment is received, the last Member hired will be the first Member removed from said assignment.

G. In the event a Member is ordered to work a City patrol assignment, that Member will not be moved from his/her present location on the rotational pick list. This agreement shall not impact the emergency scheduling of personnel or ordering Members to work assignments, call-ins, hold-overs or other mandated assignments, as noted in other agreements and Police Department policy.

H. In the event of a system failure (as determined by the Chief), or system maintenance/upgrade that renders the system unavailable, the overtime, Private Duty and City Special Duty protocols will be completed manually by the Chief's designee until such time the system is again fully operational.

I. The City will provide the Union with a record of all assignments, as well as a record of the percentage of open assignments and vacation assignments posted.

### ARTICLE XIII - PENSIONS

Members will receive Pensions in accordance with the Pension Agreement between the Union and the City dated July 1, 2014. The grievance procedure set forth in Article XVI shall apply to disputes arising out of the interpretation and application of the articles and sections of the Pension Agreement, except there shall be only one step in the procedure, with the grievance to proceed directly to arbitration before the American Arbitration Association.

### ARTICLE XIV - PROMOTIONS

#### Section 1. Promotional Examination

A. Promotional examinations are to be conducted regularly during the Spring of each odd numbered year for all promotional grades. The promotional list arrived at after such examinations shall become effective on the 1<sup>st</sup> day of July in the year in which said examinations were conducted for a two (2) year period. Under no circumstances are said lists to be extended beyond the effective two (2) year period, but, in lieu thereof, new examinations will be conducted as called for herein.

B. The written portion of the promotional examination shall be conducted by an independent testing agency mutually agreed upon by the Chief and the Executive Board of the Union. Such agency shall devise, administer, and score the written examination.

C. The oral portion of the promotional examination shall be conducted by a Board of Officers holding a rank at least one (1) rank above that rank which is the subject of the promotional examination. Such officers shall be selected by the Chief from police departments located at least twenty (20) miles from the nearest boundary of the City.

D. The oral portion of the promotional examinations shall be monitored by an officer of the Police Department holding the rank of Captain or above.

E. No Member shall be eligible to take the examination for Sergeant unless he/she has, at the time such examination is given, at least five (5) years of continuous service in the Police Department as a Patrol Officer.

F. No Member shall be eligible to take the examination for Lieutenant unless he/she has, at the time such examination is given, at least seven (7) years of continuous service in the Police Department and holds the rank of Sergeant.

G. No Member shall be eligible to take the examination for Captain unless he/she has, at the time such examination is given, at least ten (10) years of continuous service in the Police Department and holds the rank of Lieutenant.

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H. All examinations under this Article shall be composed of two (2) phases, *i.e.*, written and oral.

I. The written phase of the examination shall be seventy percent (70%) of the final score and the oral phase shall be thirty percent (30%) of the final score.

## Section 2. Promotions

A. All promotions from said promotional lists shall be made in accordance with the following:

(1) Successful candidates on said promotional list must be appointed in strict numerical order commencing with the candidate who is placed first on said promotional list.

(2) Notwithstanding the foregoing provisions of this Article, a successful candidate may be passed over for promotion if it is established that since the placement on said promotional list, said candidate has been found after due hearing, under the grievance procedures as set forth in Article XVI hereof, to be guilty of conduct unbecoming a police officer and/or physically unqualified to perform such duties.

(3) Whenever, for any reason, a vacancy occurs, all promotions affected shall be made from the existing promotional lists to fill said vacancy within forty-five (45) days following the commencement of the vacancy.

(4) Any vacancies occurring prior to the expiration date of any promotional list shall be made from the promotional list in effect at the time of said vacancy.

## Section 3. Vacancies / No Promotional List

In the event that a vacancy occurs for a particular promotional rank and there is no standing eligibility list, an examination shall be conducted within ninety (90) days of said vacancy for that particular rank subject to the eligibility requirements cited in Section 1 of this Article except that no separate examination will be conducted when the vacancy occurs within one hundred twenty (120) days of a regularly scheduled odd numbered year examination.

## ARTICLE XV - DISCIPLINARY ACTIONS

### Section 1. Written Criticism or Complaint

A. In all cases where there is written criticism or complaint against a Member, a copy shall be given to the Member within three (3) days of the Member's actual working days. The Member against whom the criticism or complaint has been made shall then have within five (5) days of the Member's actual working days to answer such complaint. Within fourteen (14) calendar days of the Member's answer, he/she shall be notified in writing of any action to be taken in regard to said criticism or complaint and if in disagreement therewith, shall be entitled to follow the procedure set forth in Article XVI entitled, "Grievance Procedure." It is understood that the fourteen (14) day period will begin the day following the receipt of the Member's answer by the Chief or his/her designee. If no official action is forthcoming, within the period specified above, this matter shall be considered terminated and no record thereof shall be entered in the personnel file of said Member, nor shall there be any reference made thereto at any time in the future. In instances where written criticism or complaints against a Member involves the issuance of memos to multiple Members for the same incident, this fourteen (14) calendar day period may be extended an additional sixteen (16) days for a total of thirty (30) days.

B. In all cases where there is criticism or complaint lodged against a Member of the Police Department by any person outside the Police Department where disciplinary action or an investigation is to be carried out by the Police Department in connection therewith, said criticism or complaint must be reduced in writing, notarized, signed by the complainant in duplicate, and a copy given to the Member within two (2) days of the receipt of the written complaint by the Police Department. The foregoing notwithstanding, no complaint in writing will be required in any instance where the Chief or his/her designee is successful in resolving the complaint without resorting to further investigation. The procedures set forth in this Article, where applicable, shall apply and be followed. In the event any person outside the Police Department makes any complaint or criticism to any supervisor or official of the Police Department, said supervisor or official shall instruct the complainant that he/she must follow the aforesaid procedure before his/her complaint or criticism will be processed. The foregoing requirements shall not apply in the event such complaint or criticism shall constitute a crime. In such case, the recipient of such complaint or criticism shall immediately initiate steps to notify the appropriate authority in order that a full investigation thereof may be conducted.

### Section 2. Suspension Due to Violation of Order, Rule or Regulation

A. Whenever it is deemed necessary, by reason of any violation of any order, rule or regulation of the Police Department, to suspend a Member, any superior officer of the rank of Lieutenant or above shall have authority to make such suspension and shall immediately notify the Chief.

(1) Suspensions made under Section 2.A. of this Article shall not exceed fifteen (15) working days.

B. The Chief, upon receipt of notice of a suspension as covered in Section 2.A., shall review the facts and notify the Member so suspended as to his/her decision.

C. The decision of the Chief as covered in Section 2.B. of this Article shall be one of the following:

(1) Suspended Member may be restored to duty without loss of pay for the period that was covered by the suspension with no entry on the Member's record.

(2) Suspended Member may be restored to duty with loss of pay for the period covered by the suspension, or any fraction thereof, with a record of such suspension entered on the Member's record.

(3) The Chief may continue such suspension for no more than fifteen (15) working days including the period of time Member was suspended prior to the Chief's decision.

(4) The Chief may continue such suspension pending hearing before the Board of Police Commissioners. Such hearing shall be held within fifteen (15) working days of said suspension.

### Section 3. Grievance Procedure Available

In all cases covered by Section 2 of this Article, the Member may, if he/she so desires, follow the procedures set forth in Article XVI entitled "Grievance Procedure," and at any hearing held by the Board of Police Commissioners under this Article, the Member shall have the same rights as under Article XVI entitled "Grievance Procedure."

### Section 4. Absence of Chief

In the event the Chief should be on vacation, leave, or absent from the Police Department for any other reason, the officer designated as in charge of the Police Department during the Chief's absence shall fulfill the duties of the Chief under this Article.

### Section 5. Union Representation

Under any section of this Article, the Member shall be entitled to Union representation and/or representation of his/her choice, (including up to two (2) members of the Police Department).

## Section 6. Just Cause

Discipline shall be rendered only for "just cause" which is defined as "did a fair investigation produce substantial evidence of guilt and was the punishment reasonably related to the severity of the misconduct?"

## ARTICLE XVI - GRIEVANCE PROCEDURE

### Section 1. Purpose

In order to insure fair and equitable treatment of all members of the Police Department there is hereby established a formal procedure to permit discussion and resolution of grievances.

### Section 2. Grievance Defined

A. Definition of a grievance shall be as follows:

- (1) Matters relating to the discharge, suspension or other disciplinary action or any other reduction in grade or rank.
- (2) Charge of favoritism or discrimination.
- (3) Matters relating to the interpretation and application of rules and regulations and policies of the Police Department.
- (4) Matters relating to the interpretation and application of the articles and sections in this Agreement.
- (5) Matters relating to the interpretation and application of the articles and sections of the Pension Agreement strictly in accordance with the provisions of Article XIII, *supra*.

### Section 3. Union Representation

Any Member may use this grievance procedure with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

### Section 4. Grievance Procedure

A. Step One: A Member having a grievance shall first discuss it with his/her Division Commander within five (5) working days of the occurrence giving rise to the grievance. The Division Commander shall give his/her answer within three (3) working days of such discussion.

If the grievance is not satisfactorily resolved, it shall be reduced to writing by the aggrieved Member and/or his/her representative by the end of the grievant's next working day, presented to the Division Commander, and answered by him/her within twenty-four (24) hours thereafter. It may then be processed to Step Two.

B. Step Two: The written grievance shall be submitted to the Chief within five (5) working days of receipt of the written Step One answer. The Chief shall hold whatever meetings and make whatever investigations he/she feels necessary to give a written answer within five (5) working days of his/her receipt of the grievance. If this answer does not resolve the problem, it may be processed to Step Three.

C. Step Three: All written complaints and answers received through Steps One and Two shall be submitted to the Board of Police Commissioners within five (5) working days of receipt of the written answer in Step Two. The Board of Police Commissioners shall schedule whatever meeting and/or make whatever investigations necessary to determine the basis on which a written decision shall be given within thirty (30) days of receipt of the grievance. If this decision does not resolve the problem, then the question may be processed to Step Four.

D. Step Four: Either party may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within ten (10) working days of the transmittal of the written decision in Step Three. Should mediation fail to resolve the question, then it may be processed to Step Five.

E. Step Five: Either party may request the State Board of Mediation and Arbitration to provide Arbitration Service.

(1) The decision of the Arbitrator shall be final and binding on both parties.

(2) The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. He/she shall have no authority to add to or subtract from this Agreement.

(3) The costs of the Arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.

(4) Alternatively either party may request that the matter be referred to the American Arbitration Association (AAA), parties to share costs equally.

## ARTICLE XVII - INSURANCE

### Section 1. Active Employee Health Insurance

A. Subject to the premium cost shares set forth below, the City shall provide the following insurance for active Members hired on or before the execution of this Agreement (February 9, 2018) and their Eligible Family Members. The Schedule of Benefits set forth in Appendix C shall become effective upon execution of this Agreement (February 9, 2018).

(1) A Preferred Provider Organization ("PPO") or a High Deductible Health Plan / Health Savings Account ("HDHP/HSA") Plan (dependent child coverage as required by law).

(2) The HDHP/HSA Plan will have an annual deductible of \$2,000 per individual and \$4,000 per family with the City funding, for active Members, fifty-five percent (55%) of the applicable HDHP/HSA deductible in one lump sum in the first payroll of the month following the execution of this Agreement (February 9, 2018) in the 2017/2018 fiscal year; fifty percent (50%) of the applicable HDHP/HSA deductible in one lump sum in the first payroll of the 2018/2019 fiscal year; and fifty percent (50%) of the applicable HDHP/HSA deductible in one lump sum in the first payroll of the 2019/2020 fiscal year. Any Member who receives the fifty-five percent (55%) of the applicable HDHP/HSA deductible upon enrollment in the HDHP/HSA shall not be eligible to re-enroll in the PPO prior to the Open Enrollment period which takes place in May of 2019.

(3) The parties acknowledge that the City's contribution toward the funding of the HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductibles shall be funded for active Members.

(4) A Health Reimbursement Account ("HRA") with the same benefits afforded to Members enrolled in the HDHP/HSA will be made available to any Member who is ineligible for the HDHP/HSA offered by the City. The annual maximum reimbursement by the City for Members participating in the HRA shall not exceed the annual deductible amount of the City's HDHP/HSA contribution for Members enrolled in the HDHP/HSA. Any funds remaining in the HRA account of a Member shall revert to the City upon the Member separating from service to the City.

B. The HDHP/HSA Plan shall be the sole and core plan for Members hired on or after February 10, 2018.

C. Administrative fees to maintain the bank accounts for the HSA and the HRA will be borne by the City. Fees for extra accessories, including, but not limited to, ID cards, additional checks, checkbooks or other optional items shall be borne by the Member.

D. The City will provide for each permanent Member a full dental plan with Amendatory Rider A, a copy of which is appended hereto and incorporated herein by reference and made a part of this Agreement as Appendix D.

E. Cooperative Wellness Program: A Voluntary Health Risk Evaluation Program will be developed which may include Screening Tests, Education and Follow Up program where necessary to aid the Member in preserving good health.

F. Billing Incentive Program: Members who find overcharges in their hospital bills, which result in the return of funds to the City, will be entitled to receive 25% of the confirmed overcharge up to a maximum of \$500 for each hospital stay.

## Section 2. Premium Cost Share

A. The premium cost shares set forth below shall be based on the allocation rate or the self-insured equivalent rate:

(1) PPO

(a) Effective July 1, 2017, the premium cost share for those enrolled in the PPO Plan shall be eleven percent (11%).

(b) Effective July 1, 2018, the premium cost share for those enrolled in the PPO Plan shall be thirteen percent (13%).

(c) Effective July 1, 2019, the premium cost share for those enrolled in the PPO Plan shall be fifteen percent (15%).

(2) HDHP/HSA

(a) Effective July 1, 2017, the premium cost share for those enrolled in the HDHP/HSA Plan shall be nine percent (9%).

(b) Effective July 1, 2018, the premium cost share for those enrolled in the HDHP/HSA Plan shall be nine percent (9%).

(c) Effective July 1, 2019, the premium cost share for those enrolled in the HDHP/HSA Plan shall be nine percent (9%).

B. All cost share contributions shall be made through a Section 125 account which shall be provided by the City.

### Section 3. Retiree Health Insurance

A. Subject to the premium cost shares set forth in Section 3.B. below, the City shall provide the following insurances for retired Members and their enrolled Eligible Family Members:

(1) Hospital, medical and prescription drug benefits for retired Members and their Eligible Family Members, as set forth in Section 1 of this Article, up to age 65.

(2) Medicare Part B for retired Members and their Eligible Family Members 65 years of age or older. In the event that such retirees have Eligible Family Members who are not eligible for coverage under Medicare, the City will provide benefits covered by and under provisions of Sections 1 and 2 of this Article. If Eligible Family Members turn sixty-five (65) years of age prior to the retiree, said Eligible Family Member shall be covered by and under Medicare Part B and the retiree shall be covered by and under provisions of Sections 1 and 2 of this Article.

B. Retiree Premium Cost Share:

(1) During retirement, new hires and bargaining unit members not employed or in the Academy as of July 1, 2002 shall be required to pay the same percentage health insurance premium cost share for health benefits as active Members in the rank held at the time of retirement.

(2) Retired Members, and their Eligible Family Members, hired on or after July 1, 2002 shall be required to pay the same percentage health insurance premium cost share for health benefits as active Members in the rank held at the time of retirement.

(3) Retired Members, and their Eligible Family Members, hired on or after July 1, 2012 shall be required to pay the same percentage health insurance premium cost share for health benefits as set forth in Section 2 of this Article.

C. In order to be eligible for the medical benefits as provided herein, retirees whose date of hire is July 1, 2012 or later shall have attained the age of fifty (50), unless retired on a service-connected disability.

D. Members retiring on or after July 1, 2012 shall be subject to future carrier and/or plan design changes equal to that of active Members.

#### Section 4. Life Insurance

The City shall provide at no cost to the Members a double indemnity life insurance policy and a regular life insurance policy, for each Member in an amount equal to base salaries rounded up to next higher \$1,000.00.

#### Section 5. Plan Administrator

The City Reserves the right to substitute alternative health insurance plans to those indicated in this Article; provided, however, that any substitute plans will offer at least the same level of benefits, and that before contracting for same, the City will consult with the Union and will provide a reasonable time for the Union to review the benefit proposal and to check the performance record of the new insurer. Opportunity is to be provided, thereafter, for the Union to meet with the City and a qualified representative of the substitute insurer to review such questions as the Union may have and to exchange pertinent information regarding coverage. Every effort should be extended by the parties to strike a reasonable balance between the City's concern with cost and the Union membership's desire for proper service.

### ARTICLE XVIII - UNIFORMS AND CLOTHING

#### Section 1. Detective Division

A. Members of the Detective Division shall be paid a clothing allowance of \$400.00 in July of the respective fiscal years.

B. Any Member transferred to the Detective Division after July 1 of any fiscal year shall receive a pro-rated clothing allowance based upon the \$400.00 per Section 1.A. of this Article.

#### Section 2. Uniformed Members

The City will provide uniformed Members with uniforms as needed.

#### Section 3. Non-Uniformed Members

The City will provide non-uniformed Members with uniforms as needed, provided however, that this provision shall not be construed to require the City to provide a clothing allowance under Section 1 of this Article to any uniformed Member.

#### Section 4. Loss or Damage

The City shall reimburse any Member for the loss of or damage to clothing and/or personal property suffered in the performance of duty, provided such loss is not a result of the Member's negligence.

### Section 5. Cleaning Allowance

Each Member shall receive a uniform cleaning allowance of \$500.00 payable as follows: \$250.00 payable on or before July 10<sup>th</sup> and the balance of \$250.00 payable on or before December 10<sup>th</sup> of each fiscal year.

## ARTICLE XIX - UNION ACTIVITIES

### Section 1. Notice to Chief of Officers and Stewards

Upon execution of this Agreement, the Union shall notify the Chief in writing of the names of all Union officers and stewards, and inform him/her of any subsequent changes.

### Section 2. Union Activity during Work Hours

Union activities required to administer this Agreement may be carried out during working hours provided the approval of the Division Commander is obtained beforehand and the activities are carried out in such a manner as not to interfere with Police Department activities.

### Section 3. Monthly Meetings

Any Union President, Vice President, Secretary or Treasurer who is on duty at the time of the Union's monthly meeting shall be excused from duty for the purpose of attending said meeting with no loss of pay to the Member, provided this Section shall apply to no more than two (2) such Union officers at any one meeting.

## ARTICLE XX - NO STRIKE PROVISION

The Union agrees that during the term of this Agreement, it will neither call nor support any work stoppage or strike.

## ARTICLE XXI - HEALTH AND FITNESS

### Section 1. Mandatory Blood Pressure Screening

Annual mandatory blood pressure screening for each Member shall be required. This screening shall be conducted on duty through the Blood Pressure Screening Program of the Health Department. The cost of this screening shall be paid for by the City. The results of this screening shall be referred directly to the Member's physician. Any member whose blood pressure is found to be above normal shall be required to consult with his/her own physician within ninety (90) days of said determination.

## Section 2. Voluntary Weight Screening

Members are strongly urged to avoid being overweight. To this end, all Members will be given the opportunity to participate in voluntary annual weight screening provided by the Police Department with the results of said screening to be referred to the Member's own physician or to the Director of Health.

## Section 3. Voluntary Physical Exercise Program

Members are strongly urged to remain in good physical condition. To this end, all Members will be given the opportunity to participate in a voluntary physical exercise program to be developed by the City and to consist of exercises to aid in flexibility, strength and endurance.

## Section 4. Diet and Nutrition

Members are strongly urged to be conscious of proper diet and nutrition as it relates to the performance of their duties. To this end, all Members will be given the opportunity to participate in annual voluntary diet and nutrition counseling to be developed by the City to aid in weight reduction and health maintenance.

## Section 5. Smoking Awareness

Members are strongly urged to be aware of the health problems created by smoking and the relationship of smoking and the development of hypertension and heart disease. To this end, all Members will be given the opportunity to participate in smoking cessation counseling to be developed by the City.

## Section 6. Mental Health Awareness

Members are strongly urged to be aware of the considerations of proper mental health attitude and stress as it relates to proper physical and mental condition. To this end all Members will be given the opportunity to participate in voluntary annual stress management counseling to be developed by the City to assist all Members in preserving proper mental and physical health.

## Section 7. Smoking Prohibited on Duty

All Members hired after June 4, 1987 shall be prohibited from smoking on duty.

## Section 8. Replacement of Gym Equipment

Subject to funding by appropriation through the City budget process, the City shall match the Union to an annual contribution of \$1,500 as part of a program to replace outdated gym equipment with more effective devices.

## ARTICLE XXII - GENERAL PROVISIONS

### Section 1. Lunch Period

Each Member shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours. During such lunch period, the Member shall be available in case of an emergency.

### Section 2. Equipment

The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and wherever possible furnish such additional equipment that will promote the safety and welfare of the Members, and aid in the efficient performance of their duties.

### Section 3. Proficiency Ratings

In all cases where proficiency ratings of a Member are prepared, copies of the same shall within a reasonable period of time thereafter, not to exceed five (5) days, be given to the Member.

### Section 4. Transfer between Divisions

Transfer of Members between Divisions within the Police Department when no promotion is involved shall be based on seniority, merit, and job performance as determined by the Chief.

### Section 5. Severability

In the event that any Article or Section of this Agreement shall be ruled to be illegal, all other Articles and Sections shall continue to be binding upon the City and the Union.

### Section 6. Workers Compensation

A. Any and all time lost by any Member because of illness or injury sustained in the performance of duty, as established by its self-evidence or as determined by the Workers Compensation Commissioner, shall be paid in full by the City and/or workers compensation insurer, but not including shift differential.

B. After ninety (90) consecutive working days absence or ninety (90) cumulative working days absence from a particular injury or illness sustained in the performance of duty, the Chief reserves the right to have the Member examined by two independent physicians to determine if the Member will ever be fit for duty, at no cost to the Member. If that Member as a result of the two examinations will never be fit for duty, the Member will be retired as soon as possible.

## Section 7. Outside Employment

No Article or Section in this Agreement shall prevent any Member from holding outside employment, other than police duty, as long as such employment does not conflict with the Member's duties as a Police Officer.

## Section 8. Function of Other Departments/Agencies not Required

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No Member shall be required to perform any function normally done by another City Department, Agency, or private citizen provided the function does not affect public safety or is considered to be an emergency. The Division Commander shall determine the emergency function.

## Section 9. Maintenance of Motor Vehicles

No Member is to be responsible for or is to be required to perform any work of any nature involving the maintenance or repair of any Police Department motor vehicle, with the exception of being responsible for the fueling of any vehicle assigned to the Member, when the attendant of the City gas pumping station is off duty. In the event a Member's assigned motor vehicle is or becomes unserviceable, he/she shall notify the desk officer thereof as soon as possible and said desk officer shall immediately take the necessary steps to obtain the service required to make said motor vehicle once again serviceable.

## Section 10. Detective Association of New Haven County

Members of the Detective Division shall receive Five Dollars (\$5.00) for each monthly meeting of the Detective Association of New Haven County actually attended while off-duty. Two Members of the Detective Division with prior permission from the Division Commander of said Division shall be allowed to attend said meeting while on duty without loss of pay.

## Section 11. Litigation Defense

The City Attorney's Office shall defend any Member of the Police Department who may be sued for alleged false arrest and/or brutality or violation of civil rights at no cost to the Member, unless said Member prefers to hire his/her attorney, in which case the cost will be borne by the Member.

## Section 12. Book Allowance

Each Member shall be entitled to be reimbursed in an amount up to \$75.00 per year for expenses for books and related equipment if incurred as part of a police related course of study.

### Section 13. Awards System

The awards system presently in effect within the Police Department shall be continued without change.

### Section 14. Education Bonus

A. Members shall receive the following educational bonus for degrees in police science or related fields. Such pay shall be paid on July 1 of each year:

Associate's Degree	\$150.00
Bachelor's Degree	\$250.00
Master's Degree	\$400.00

B. This educational bonus shall be paid only for the highest degree awarded in the specified fields.

### Section 15. Position of Captain

The position formerly designated as Administration Inspector shall be designated as Captain, with all benefits, duties and conditions of employment to be continued without change.

### Section 16. Residency Restriction

Members shall be required to live in a town whose border is within a twenty-five (25) mile radius of Police Department headquarters.

### Section 17. Lay Off

In the event the City decreases the work force in the Union, Members shall be laid off in inverse order of their seniority. Affected Members shall be given at least four (4) weeks advance notice of layoff, and for a period of twelve (12) months following the date of layoff any Member on layoff shall be offered reemployment prior to the City hiring new Members into the bargaining unit.

## ARTICLE XXIII - DURATION

This Agreement shall be effective upon execution by the parties, unless otherwise noted herein, and the duration of this Agreement shall extend through June 30, 2020. Except for the rates of pay and longevity payments as itemized in Article VI and Article XII, Section 2.C. (patrol-related overtime), which shall be retroactive to July 1, 2016, all provisions of this Agreement shall take effect upon signing or upon the date set forth in the applicable provision of the Agreement.

whichever shall last occur. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration date. Within five (5) days of receipt of such notification by either party, a conference shall be held between the parties for the purpose of discussing such amendment, modification or termination.

IN WITNESS WHEREOF, the undersigned parties, being duly authorized have hereunto set their hands and caused their seal to be affixed this 9th day of February, 2018.

CITY OF MILFORD, CONNECTICUT

By:

Benjamin G. Blake, Mayor

MILFORD POLICE UNION, LLC

By:

Dennis Broderick, President

**APPENDIX A – Work Schedules**

**Sergeant Schedules**

	F	S	S	M	T	W	T
12:00 MN-8:00 AM Patrol Supervisor	M-8 Patrol	M-8 Patrol	M-8 Patrol	M-8 Patrol	Off	Off	M-8 Patrol
12:00 MN-8:00 AM Desk Sergeant	Off	M-8 Desk Sgt.	M-8 Desk Sgt.	M-8 Desk Sgt.	M-8 Desk Sgt.	M-8 Desk Sgt.	Off
12:00 MN-8:00 AM Relief	M-8 Desk Sgt.	Off	Off	8-4 PM Desk Sgt.	M-8 Pat. Sgt.	M-8 Pat. Sgt.	M-8 Desk Sgt.
8:00 AM-4:00 PM Desk Sergeant	8-4 Desk Sgt.	8-4 Desk Sgt.	8-4 Desk Sgt.	Off	Off	8-4 Desk Sgt.	8-4 Desk Sgt.
8:00 AM-4:00 PM Patrol Sergeant	Off	8-4 Pat. Sgt.	8-4 Pat. Sgt.	8-4 Pat. Sgt. West	8-4 Pat. Sgt.	8-4 Pat. Sgt.	Off
4:00 PM-12:00 MN Patrol Sergeant Eastside	3-11 Pat. Sgt. East	Off	Off	3-11 Pat. Sgt. East	3-11 Pat. Sgt. East	3-11 Pat. Sgt. East	3-11 Pat. Sgt. East
4:00 PM-12:00 MN Desk Sergeant	Off	Off	4-12 Desk Sgt.	4-12 Desk Sgt.	4-12 Desk Sgt.	4-12 Desk Sgt.	4-12 Desk Sgt.
4:00 PM-12:00 MN Patrol Sergeant Westside	4-12 Pat. Sgt. West	4-12 Pat. Sgt. West	Off	Off	4-12 Pat. Sgt. West	4-12 Pat. Sgt. West	4-12 Pat. Sgt. West
4:00 PM-12:00 MN Relief Sergeant	4-12 Desk Sgt.	4-12 Desk Sgt.	4-12 Pat. Sgt. West	4-12 Pat. Sgt. West	8-4 Desk Sgt.	Off	Off
4:00 PM-12:00 MN 8:00 AM-4:00 PM	8-4 Pat. Sgt.	3-11 Pat. Sgt. Eastside	3-11 Pat. Sgt. Eastside	Off	Off	8-4 or 7-3 Pat. Sgt. Eastside	8-4 Pat. Sgt.

**Detectives Schedule**  
(Overtime and Shift Differentials Only)

SHIFT #1	11:00 PM – 7:00 AM 12:00 MN – 8 AM
SHIFT #2	7:00 PM – 3 PM 8:00 AM – 4 PM
SHIFT #3	3:00 PM – 11:00 PM 4:00 PM – 12:00 MN

Lieutenant's Schedule

	S	M	T	W	T	F	S
L-1	X	X	8-4	8-4	8-4	8-4	8-4
L-2	4-12	4-12	4-12	4-12	4-12	X	X
L-3	12-8	X	X	12-8	12-8	12-8	12-8
L-4	8-4	8-4	12-8	X	X	4-12	4-12

Records Room Schedule

	Hours	Days Off
Lieutenant	8 AM – 4 PM	Sat. and Sun.
License	8 AM – 4 PM	Sat. and Sun.

K-9 Schedule

<u>FRI.</u>	<u>SAT.</u>	<u>SUN.</u>	<u>MON.</u>	<u>TUES.</u>	<u>WED.</u>	<u>THURS.</u>		
		D/O	D/O				4-12	#37
D/O						D/O	12-8	#36
12-8	8-4	4-12	4-12	0/0	0/0	12-8	Relief	#34

APPENDIX B – Wage Tables

CLASSIFICATION	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
<b>PATROL OFFICER</b>							
7/01/16-6/30/17	1,137.16	1,175.56	1,213.83	1,252.16			1,289.74
7/01/17-2/8/18	1,165.59	1,204.95	1,244.18	1,283.46			1,321.98
2/9/18-6/30/18	1,165.59	1,204.95	1,244.18	1,283.46	1,325.81	1,369.56	1,414.76
7/01/18-6/30/19	1,194.73	1,235.07	1,275.28	1,315.55	1,358.96	1,403.81	1,450.14
7/01/19-6/30/20	1,224.60	1,265.95	1,307.16	1,348.44	1,392.94	1,438.91	1,486.39
<b>POLICE SERGEANT</b>							
7/01/16-6/30/17	1,400.66	1,431.09					1,461.12
7/01/17-2/8/18	1,435.68	1,466.87					1,497.65
2/9/18-6/30/18	1,435.68	1,466.87	1,498.04				1,529.87
7/01/18-6/30/19	1,471.57	1,503.54	1,535.49				1,568.12
7/01/19-6/30/20	1,508.36	1,541.13	1,573.88				1,607.32
<b>POLICE LIEUTENANT</b>							
7/01/16-6/30/17	1,636.85	1,665.40					1,694.67
7/01/17-6/30/18	1,677.77	1,707.04					1,737.04
7/01/18-6/30/19	1,719.71	1,749.72					1,780.47
7/01/19-6/30/20	1,762.70	1,793.46					1,824.98
<b>POLICE CAPTAIN</b>							
7/01/16-6/30/17		1,754.58					1,805.48
7/01/17-6/30/18		1,798.44					1,850.62
7/01/18-6/30/19		1,843.40					1,896.89
7/01/19-6/30/20		1,889.49					1,944.31

## APPENDIX C – Benefits Schedule

BENEFIT	Century Preferred PPO- 414/714 In and Out-of-Network Benefits Available	HSA- High Deductible Health Plan- 497/797 In and Out-of-Network Benefits Available	HRA- High Deductible Health Plan- 498/798 In and Out-of-Network Benefits Available
Created 1/10/2018			
<b>Cost shares</b>	<p>In-Network services subject to copays</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>\$15 Copay Office Visit - Unlimited Office Visit Maximum</p> <p>\$200 Hospital Copayment - per admission</p> <p>\$125 Copay Emergency Room</p> <p>\$50 Urgent Care Copayment</p> <p>\$50 Outpatient Surgery Copayment</p> <p>Deductible - \$200/\$400/\$500</p> <p>Out-of-Network Out-of-Pocket Maximum - \$600/\$1,200/\$1,500</p> <p>In-Network Out-of-Pocket Maximum - \$6,850/\$13,700/\$13,700</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p> <p>NOTE: Deductibles and visit maximums run on a calendar year; 1/1-12/31</p> <p>(In-Network benefits are identified below)</p>	<p>In-Network services subject to deductible and coinsurance</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>In and Out-of-Network Deductible (Individual/Family)- \$2,000/\$4,000</p> <p>Coinsurance- 100% In-Network &amp; 80/20% Out-of-Network</p> <p>In-Network Out-of-Pocket Maximum- \$2,000/\$4,000</p> <p>Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000</p> <p><u>Employer Funding in HSA:</u></p> <p>55% of deductible for plan year 7/1/17-6/30/18 (\$1,100/\$2,200)</p> <p>50% of deductible for plan year 7/1/18-6/30/19 (\$1,000/\$2,000)</p> <p>50% of deductible for plan year 7/1/19-6/30/20 (\$1,000/\$2,000)</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p> <p>NOTE: Deductibles run on a plan year; 7/1-6/30 &amp; visit maximums run on a calendar year; 1/1-12/31</p> <p>(In-Network benefits are identified below)</p>	<p>In-Network services subject to deductible and coinsurance</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>In and Out-of-Network Deductible (Individual/Family)- \$2,000/\$4,000</p> <p>Coinsurance- 100% In-Network &amp; 80/20% Out-of-Network</p> <p>In-Network Out-of-Pocket Maximum- \$2,000/\$4,000</p> <p>Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000</p> <p><u>Employer Funding in HSA:</u></p> <p>55% of deductible for plan year 7/1/17-6/30/18 (\$1,100/\$2,200)</p> <p>50% of deductible for plan year 7/1/18-6/30/19 (\$1,000/\$2,000)</p> <p>50% of deductible for plan year 7/1/19-6/30/20 (\$1,000/\$2,000)</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p> <p>NOTE: Deductibles run on a plan year; 7/1-6/30 &amp; visit maximums run on a calendar year; 1/1-12/31</p> <p>(In-Network benefits are identified below)</p>
<b>Preventive care</b>			
Pediatric, Adult	Covered	Covered	Covered
Vision exam	Covered Covered once each year	Covered Covered once each year	Covered Covered once each year

Hearing screening	Covered Covered once every 2 years	Covered Covered as part of the preventive exam	Covered Covered as part of the preventive exam
Gynecological	Covered	Covered	Covered
<b>Medical Services</b>			
Medical Office Visit	\$15 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Visit	\$15 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient PT/OT/Chiro  Speech Therapy	\$15 Copay Covered up to 50 combined treatments  per member per calendar year	Deductible & Coinsurance Covered up to 50 combined treatments  per member per calendar year; any excess visits will be coverable as Out-of-Network Prior Authorization is required for PT & OT services after the 1st visit	Deductible & Coinsurance Covered up to 50 combined treatments  per member per calendar year; any excess visits will be coverable as Out-of-Network Prior Authorization is required for PT & OT services after the 1st visit
Allergy Services & Testing	\$15 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Injections	Covered 80 in 3 years	Deductible & Coinsurance Unlimited	Deductible & Coinsurance Unlimited
High Cost Diagnostics  Ex. MRI, CAT scans, PET scans...	\$50 Copay	Deductible & Coinsurance Prior Authorization Required	Deductible & Coinsurance Prior Authorization Required
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Medical Services	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Surgery Fees	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Office Surgery	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Orthotics	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Mental Health	\$15 Copay	Deductible & Coinsurance	Deductible & Coinsurance

Outpatient Substance Abuse	\$15 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care			
Emergency Room	\$125 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Hospital	Note: All hospital admissions require pre-cert.	Note: All hospital admissions require pre-cert.	Note: All hospital admissions require pre-cert.
General/Medical/Surgical/Maternity (Semi-Private)	\$200 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ancillary Services (Medication, Supplies)	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Psychiatric	\$200 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Substance Abuse/Detox	\$200 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Rehabilitative	Covered Covered up to 60 days per calendar year	Deductible & Coinsurance Covered up to 100 days per calendar year	Deductible & Coinsurance Covered up to 100 days per calendar year
Skilled Nursing Facility	\$200 Copay Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year
Hospice	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Hospital			
Outpatient Surgery Facility Charges	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulatory Surgery Facility Charges	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance

Pre-Admission Testing	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Other Services			
Durable Medical Equipment (DME)	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Covered limited to specific items
Prosthetics	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Covered limited to specific items
Infertility	Covered Unlimited maximum	Deductible & Coinsurance Unlimited maximum	Deductible & Coinsurance Unlimited maximum
Home Health Care	Covered 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year
Prescription Drugs	Managed 3 Tier Rx \$5 Generic/\$20 Listed Brand/ \$40 Non-Listed Brand 2x Mail Order  100 day supply for retail pharmacy and 100 day supply for Mail Order  \$1,500 Annual Maximum  Anything over the \$1,500 maximum rolls to the Out-of-Network benefits under the Century Preferred PPO medical plan	Prescription Coverage Deductible & Coinsurance  30 day supply for retail pharmacy and 90 day supply for Mail Order  Prior Authorization, Quantity Limits, Preferred Generic, No ED coverage, Clinically Equivalent, Specialty Pharmacy required, deductible applies to diabetic medications & Refill Too Soon @ 85%	Prescription Coverage Deductible & Coinsurance  30 day supply for retail pharmacy & 90 day supply for mail order  Prior Authorization, Quantity Limits, Preferred Generic, No ED coverage, Clinically Equivalent, Specialty Pharmacy required, deductible applies to diabetic medications & Refill Too Soon @ 85%
Medical Dependent Age Maximum	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday
Dental	Full Dental with Rider A	Full Dental with Rider A	Full Dental with Rider A
Dental Dependent Age Maximum	To age 25- Dependents will be terminated the first of the month following their 25nd birthday	To age 25- Dependents will be terminated the first of the month following their 25nd birthday	To age 25- Dependents will be terminated the first of the month following their 25nd birthday

Not Applicable to Members and their dependents enrolled in the PPO



## City of Milford

# Cost of Care Programs

### Medical:

- AIM- American Imaging Management (see attached)
- Orthonet- Physical Therapy and Occupational Therapy Management (see attached)

### Prescription

- Uses the specialty network for high cost drugs
- Includes edits for Clinically Equivalent Medications which may exclude coverage for certain brand name medications (Proton Pump Inhibitors, NSA's, Adderall & Statins...)
  - Diabetic Drugs and Supplies are subject to the 3 tier Rx copays
  - No coverage for Erectile Dysfunction drugs such as Cialis or Viagra
  - Other edits such as Prior Authorization, Step Therapy and Quantity Limits
- "DAW" MD override not allowed on written script. If brand is required for medical purposes the doctor would obtain a prior authorization. Otherwise the member would be responsible for the difference in cost between the brand and the generic drug.

**Not Applicable to Members and their dependents enrolled in the PPO**

Anthem Blue Cross and Blue Shield



High Cost Diagnostics Quality Management

Program- American Imaging Management (AIM)

**High Cost Diagnostics (CT, CAT, MRI, MRA, PET, SPECT)** – A proven radiology utilization management & quality management program to help improve the quality and appropriateness of radiology services. Prior Authorization will be required for the above non-emergency outpatient imaging services. No other radiology services furnished by a participating provider (such as x-rays, mammography's or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements. As part of the Radiology Quality Management program, clinical consulting services will be provided to physicians and facilities to help promote clinical quality and safety in radiological services.

Anthem Blue Cross & Blue Shield collaborates with American Imaging Management (AIM) to handle overseeing in-network and out-of-network authorization for high cost diagnostics.

**What is the prior authorization process for AIM?**

Prior authorization will be required for the following non-emergency outpatient imaging services: CT, CAT, MRI, MRA, PET, SPECT. Services rendered that are not prior authorized by AIM will be denied.

Providers can provide notification in one of two forms:

1. Phone: Providers can submit imaging requests by contacting AIM's call center toll free at 866-714-1107 Monday thru Friday, 8am- 5pm.
2. Website: Ordering providers may submit imaging requests via AIM's ProviderPortal. The ProviderPortal is available 24 hours a day, seven days a week and can be accessed directly at <https://providerportal.com>, or through a link available on Anthem Online Provider Services (AOPS) at [anthem.com](http://anthem.com).
  - AIM website: [www.americanimaging.net/goweb](http://www.americanimaging.net/goweb)

**Not Applicable to Members and their dependents enrolled in the PPO**

Anthem Blue Cross and Blue Shield



Physical and occupational therapy services-

OrthoNet

***Frequently asked questions***

**1. What is OrthoNet's role in the authorization process?**

Anthem Blue Cross & Blue Shield collaborates with OrthoNet, LLC. to handle overseeing both in-network and out-of-network outpatient physical and occupational therapy services. OrthoNet will receive all requests for therapy services and then review those services to make sure they are medically necessary and will be covered under your health benefit plan.

**2. Does the first visit to my therapy provider need to be authorized?**

No. The initial outpatient therapy visit (which will be your initial evaluation) does not require prior authorization. However, future visits do need prior authorization. After your provider submits a treatment plan with clinical data to OrthoNet for review, OrthoNet will review it and either approve or disapprove future sessions. OrthoNet will authorize any additional visits that are medically necessary.

**3. What will OrthoNet need in order to approve my sessions?**

In order for OrthoNet to review your therapy provider's request, clinical data needs to be sent to OrthoNet by your provider.

**4. Who will be reviewing my request at OrthoNet?**

Your provider's request for services will be reviewed by a licensed rehabilitation professional. OrthoNet has a medical staff that includes medical directors, who are experienced in the areas of orthopedics, neurology, pediatrics, rehabilitation and sports medicine. All requests will be sent to the proper person for review by OrthoNet.

**5. When will I find out about the decision?**

OrthoNet understands how important it is to receive your sessions as soon as possible. OrthoNet will respond to all requests within two business days after receiving all the clinical information necessary to make a decision.

**6. How will I find out about the decision?**

OrthoNet will tell your provider what the decision is by calling the providers office on the telephone and by sending a letter to your provider. In addition, OrthoNet will mail a letter to you with a decision.

**Not Applicable to Members and their dependents enrolled in the PPO**

Anthem Blue Cross and Blue Shield



Physical and occupational therapy services-

OrthoNet

7. **What if I decide to receive physical or occupational therapy from a provider that is out-of-network?**

You will need to get prior authorization after your initial visit in order for your sessions to be covered.

To get prior authorization either you or your provider must first contact OrthoNet by phone and then submit your clinical data either by mail or by fax.

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program

c/oOrthoNet  
P.O. Box 5046  
White Plains, NY 10602-5046

By fax: 888-788-0809

8. **What if I decide to receive physical or occupational therapy from an in-network provider that is located outside of Connecticut?**

If your services are being given by an in-network provider that is located outside of the states of Connecticut, you will still have to get prior authorization for these sessions after your initial evaluation. You or your provider will need to contact OrthoNet by phone and then submit the clinical data to OrthoNet either by mail or by fax.

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program

c/oOrthoNet  
P.O. Box 5046  
White Plains, NY 10602-5046

By fax: 888-788-9809

9. **If I get therapy from a chiropractor do I need prior authorization?**

No. Services given by a chiropractor are part of your overall chiropractic treatment.

Chiropractic treatment will be covered based on your health plan's chiropractic benefit and you do not have to get prior authorization for those services.

## Wellness Reward Plan for HDHP/HSA

The City will offer each member the opportunity to participate in a wellness plan. The members who voluntarily participate will be required to complete a Health Risk Assessment form and complete an annual physical exam. Upon completion of the physical exam, an attestation form must be completed by the health care provider. If the member completes the above, the City will make available an additional \$250 to be deposited into the member's HSA account.



### **Employee attestation incentive instructions**

Earn extra bucks just for taking extra good care of yourself

#### **Follow these instructions to learn more**

Good health is its own reward. We've all heard that before. And it's true. But did you know you can also get financial rewards for taking a few basic steps to staying healthy?

#### **Your commitment to good health can really pay off**

Each year, you can get extra money from your employer as an incentive for doing a few things toward good health. Just complete the steps below and you'll get \$250.00 deposited into your Health Savings Account (HSA).

##### **Step 1: Get a yearly checkup with your doctor.**

- Get the exams and tests that your doctor feels are right for you based on your age, health and whether you are male or female.
- These might include biometric screenings. Biometric screenings (tests) are simple tests that include checking things like blood pressure, cholesterol levels, triglycerides, sugar levels and body mass index (BMI).
- After you take the exams and tests, your doctor should fill out and sign the *Employee Attestation Incentive* form that came with this notice and give it back to you.

##### **Step 2: Give the form to your employer's benefits department.**

- Your employer will process the form.
- You do not need the results of your biometric tests to hand in your form.

##### **Step 3: After you get your biometric test results, fill out a Health Assessment on our website.**

- Go to [anthem.com](http://anthem.com) and log in using your Anthem username and password. (If this is your first visit to [anthem.com](http://anthem.com), select Register to complete the registration process. Once you've registered, log in to get started).
- Then simply select the Health & Wellness tab, look for the Health Assessment and fill it out.
- Then you've done everything you need to do.

##### **Step 4: We'll make sure the Health Assessment is filled out and let your employer know.**

- Then your extra incentive dollars will be deposited into your HSA.
- Please know that your privacy matters to us. Rest assured, we'll only let your employer know that you filled out the Health Assessment. No other health information will be given out. Everything you put in the Health Assessment will stay private between you and your health plan.

**Have a question about these steps?**

Speak with your employer's benefits office.

**Need help with your Health Assessment?**

Contact our Customer Service department at 1-800-233-4947, Monday – Friday, 8 a.m. – 5 p.m. EST.

**It pays to stay healthy. So get started today!**

Anthem BlueCross and BlueShield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.  
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## ATTESTATION FOR WELLNESS INCENTIVE

THE ORIGINAL FORM SHOULD BE RETURNED OR MAILED DIRECTLY TO:

CITY OF MILFORD HUMAN RESOURCES DEPARTMENT

70 West River Street, Milford, CT 06460

### ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee/spouse covered by a High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below as deemed appropriate by the employee's/spouse's primary care provider.

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to Human Resources. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee/spouse with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam May Include the Following:

- ❖ Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc.) and measurement of height and weight
- ❖ Routine blood and urine screenings
- ❖ Cholesterol and lipid level screenings
- ❖ Blood glucose screening
- ❖ Eye chart vision screening
- ❖ Immunizations (tetanus every ten years, others as appropriate)
- ❖ Pelvic examination, Pap Smear, and Mammography screenings
- ❖ Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- ❖ Colorectal cancer screening

You, as the health care provider, will determine which one of several types of screenings is most appropriate and at what age it should be done.

I certify that I performed a routine physical exam on \_\_\_\_\_ and that the exam included appropriate screenings. (Employee's/Spouse's Name)

Patient's name: \_\_\_\_\_

Physician's Name: \_\_\_\_\_

Date of Physical: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Physician's Signature: \_\_\_\_\_

**APPENDIX D – Schedule Of Dental Benefits**



Anthem Blue Cross and Blue Shield of Connecticut

**FULL DENTAL PLAN  
with Amendatory Rider A**

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

**COVERED SERVICES INCLUDE:**

- Oral Examinations 1/36 months
- Periapical and bitewing x-rays 1/Year
- Topical fluoride applications for members under age 19- 2/Year
- Prophylaxis, including cleaning, scaling and polishing – 2/Year
- Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- Simple extractions \*\*
- Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\* Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

**ACCESSING BENEFITS:**

**Participating Dentists Benefits**

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

**Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

## *Dental Amendatory Rider A*

### **Additional Basic Benefits**

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In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- ♦ Space Maintainers
- ♦ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

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**APPENDIX E – Sunset Provision**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILFORD  
AND  
MILFORD POLICE UNION, LOCAL #899, AFSCME, AFL-CIO**

**WHEREAS**, the parties have entered into a collective bargaining agreement effective July 1, 2009 through June 30, 2012; and

**WHEREAS**, the agreement includes a sunset provision for new promotional language, as contained in Article XI, Sections 1. a. and b.; and

**WHEREAS**, it is the intent of the parties to modify the sunset provision of Article XI, Sections 1. a. and b. as provided for herein;

**NOW, THEREFORE**, the parties hereto agree that the sunset date of June 30, 2012, contained in Article XI, Section 1. a. and b., shall be extended for as long as Keith Mello serves as Chief of Police of the Milford Police Department.

**CITY OF MILFORD**

BY: Keith Mello  
Chief of Police  
Date: 8/19/2010

**MILFORD POLICE, LOCAL #899.  
AFSCME, AFL-CIO**

BY: John J. King  
Union President  
Date: 8/19/2010